

PASSENGER NOTICES

Welcome to your next charter flight with Mach Point! Please refer to the important terms and conditions below as you prepare for your journey. These apply whether you are flying with us¹ or with one of our carefully selected vendors. Your adherence to these terms and conditions is appreciated and will help prevent any service delay or cancellations, as well as increased cost responsibility.

Key Reminders

- Bring appropriate government-issued identification for security and immigration processing
- Be sure that you do not have hazardous materials or weapons improperly carried or packed
- Be healthy for travel and free of any contagious illness
- Use your seatbelt during taxi, takeoff, and landing, as well as whenever you are seated during flight
- No smoking or vaping allowed
- Tell us in advance if you are bringing special medical equipment, pets, or oversized luggage

PASSENGER IDENTIFICATION

You must identify each passenger that will be part of the flight itinerary, including the full legal name of each passenger, and for international flights, each passenger's passport number and any required visa information. The name and other information provided for each passenger must match that passenger's government-issued identification.

This passenger information must be provided at least twenty-four (24) hours prior to any domestic flight and at least seventy-two (72) hours prior to any international flight. This information must be provided at the time a flight is being requested, if the request is being made less than twenty-four (24) hours before a domestic flight or less than seventy-two (72) hours before an international flight.

If requested, you must provide passenger weight information so that aircraft weight and balance calculations can be performed.

Domestic Flights. Before boarding, each passenger must present the flight crew with a valid government-issued photo identification (physical original, not a digital version or facsimile). A parent or legal guardian may vouch for the identity of any passenger under the age of 18. (Please note that **May 7, 2025** is the deadline for compliance with the U.S. passenger identification requirements for REAL ID, see <https://www.tsa.gov/real-id>.)

International Flights. Before boarding, each passenger must present the flight crew with a passport and any visa required for entry to each country included in the trip itinerary. The website of the U.S. Department of State provides information on the documents required to enter other countries (travel.state.gov).

PASSENGER HEALTH

Personal Responsibility. You are personally responsible for ensuring that you are healthy enough for travel, including not having symptoms of any illness that is the subject of a public health crisis and not having recent exposure to pathogens that might cause illness or be contagious during your trip. You are solely responsible for ensuring that your travel complies with any applicable law where the flight will begin and finish. Further, if you are subject to any physical limitations in your ability to board or exit the aircraft, sit for a prolonged period, or handle air turbulence experiences, you are responsible to make your own assessment of the suitability of air travel for your transportation needs, and you assume the risk of boarding, exiting, sitting on, and moving about the aircraft.

Natural Exposure During Travel. While traveling, you may naturally have more opportunities for exposure to illnesses that are more prevalent in other places than in your home or work community. You acknowledge these natural risks and hereby release Mach Point, the air carrier operating your flight, and each of their affiliates, directors, officers, employees, agents, successors, and assigns from any liability or claims (including any claims based on contract or tort) relating to your experiencing an illness that might have resulted from exposure during travel.

ARRIVAL AT AIRPORT BEFORE DEPARTURE TIME

General, Domestic Flights. Please arrive in the airport facility a minimum of 20 minutes before your arranged departure time for a domestic U.S. flight. The time provided in your trip itinerary is the planned time for the aircraft to takeoff, and before that takeoff, time is needed for you to meet with the crew, board and stow your luggage, receive a safety briefing, and taxi the aircraft out to the runway.

International Flights & Special Conditions. Please arrive at least 1 hour in advance, if you have an international flight or if your departure airport is under departure slot limitations, approaching an evening curfew time, or is congested or experiencing adverse weather conditions.

¹ Mach Point Private Air, LLC is a charter air carrier registered with the US Department of Transportation and holding FAA Air Carrier Certificate UZCA289K.

BEHAVIOR IN-FLIGHT

Lawful Behavior & Following Crew Instructions. You must comply with all applicable safety, security, customs, and immigration laws of each jurisdiction associated with the flight. You also must comply with all aviation safety and security instructions from the flight crew, and you must never threaten or assault a crewmember.

Respect for the Aircraft Cabin Environment. You must treat the aircraft interior with respect. Ordinary wear and usage are expected. Intentional or reckless damage to the seats or other areas of the interior, however, is not acceptable, and you may be charged for the cost of repairs.

Potential Financial Responsibility. You will indemnify Mach Point and the operating air carrier against any damage that they incur due to your violation of applicable law, failure to follow flight crew safety or security instructions, threat or assault, or intentional or reckless damage of property.

USE OF SEAT BELTS

Turbulence is air movement that cannot be seen and often occurs unexpectedly. It can result from many atmospheric conditions, even when the sky otherwise appears to be clear. The use of seatbelts is mandatory during taxi, takeoff, landing, and any time instructed by the flight crew. At all other times, passengers are advised to wear a seat belt while seated.

COST OF EXTRA INTERNATIONAL RETURN FLIGHTS

If Mach Point is required to carry any passenger out of a country on the trip itinerary because that passenger is refused entry or is deported by that country's authorities (e.g., due to a health, immigration, or legal concern), the person who booked the flight will be responsible for the cost of that unplanned return flight, including the cost of an aeromedical aviation service if Mach Point reasonably determines that the use of such a service is beneficial or necessary for the health of its employees or third parties.

AVIATION SECURITY

Weapons & Other Prohibited Items. Certain items may not be carried on commercial aircraft (see www.tsa.gov/travel/security-screening/whatcanibring/all). You must notify Mach Point in advance if you wish to bring weapons or other prohibited items aboard the aircraft, and you must consent to the secured stowage of any weapon as required by law or as directed by the flight crew. This includes a requirement that you provide separate lockable containers for the weapon and for any ammunition. Each container must be hard-sided or otherwise made of material that cannot be cut or pulled open without the use of power tools. Finally, you must provide the flight crew with all keys to the container so that it cannot be opened during flight.

Inspection. All persons, luggage, and personal items coming onto the aircraft are subject to inspection as required by law or as reasonably determined necessary by the flight crew.

Airport Ground Security & International Restrictions. Additional requirements may be imposed by the airport or fixed base operation through which you will be boarding or leaving your flight. If you are flying between countries, there may be additional laws governing the possession or transportation of weapons. You are personally responsible for compliance with any airport, fixed base operation, or foreign laws and other requirements.

NO SMOKING, VAPING, OR INTOXICATION

Smoking and vaping are prohibited on all flights. Any passenger violating this rule will be responsible for the cost of cleaning the aircraft interior. The flight crew may prohibit any passenger from boarding the aircraft if the passenger appears or behaves intoxicated or under the influence of a controlled substance.

CATERING

Standard beverages and snacks are available at no charge. At your request, additional in-flight food service may be ordered for a fee. Please contact us to learn more about your catering options.

HAZARDOUS MATERIALS

Generally. U.S. law prohibits the carriage of hazardous materials on the aircraft, either in a passenger's luggage or on their person. Violations may result in 5 years' imprisonment and penalties of \$250,000 or more. Hazardous materials include explosives, compressed gas, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Certain batteries also are prohibited. A detailed list is available for your reference at www.faa.gov/hazmat/packsafe/.

Lithium Batteries. If carriage is permitted by the Federal Aviation Administration (FAA) (see www.faa.gov/hazmat/packsafe/), each item containing a lithium battery must be carried in the cabin of the aircraft and not placed in your checked baggage. This includes all smartphones, laptops, tablets, cameras, electric toothbrushes, e-cigarettes, mobility assistance devices, and hover boards.

Medical Oxygen & Other Medical Assistance. You may not bring compressed oxygen cylinders onboard the aircraft. However, you may use a portable oxygen concentrator on the flight, if such use is prescribed by a medical doctor. We encourage you and your doctor to discuss the differing oxygen needs when traveling at altitude in an aircraft.

Your oxygen generator must bear a manufacturer's label stating that the device complies with applicable FAA requirements for carriage and use on the aircraft.

Open flames are prohibited near an oxygen generator, and a passenger using an oxygen concentrator may not sit in a designated exit seat or otherwise allow the device to block emergency equipment or exits.

Please contact us if you need any other assistance with your medical travel needs.

CONTROLLED SUBSTANCES & PRESCRIPTION MEDICINES

Controlled Substances Generally. Controlled substances are strictly prohibited from carriage or use aboard the aircraft. The pilots may immediately land the aircraft and terminate the trip if there is any suspicion that controlled substances have been brought onboard or are being used. You will be responsible for all costs associated with the diversion of the aircraft, cooperation with local law enforcement, any detention of the aircraft, any medical treatment relating to passenger or crewmember exposure to a controlled substance, and thorough cleaning of the aircraft.

Medicine. You may carry and use any medicine that is prescribed to you, except medical marijuana (or any product containing tetrahydrocannabinol, commonly referred to as "THC"). The FAA and certain foreign authorities still prohibit marijuana, even though some jurisdictions have legalized it.

Hemp. Hemp was removed from the list of federally controlled substances in 2018. However, certain state and foreign laws still regulate the carriage of hemp. As a result, we still treat hemp as a controlled substance. You may not bring hemp seeds, plants, or related products on the aircraft.

CHILDREN & INFANTS AS PASSENGERS

Seating Requirements. Children 2 years of age and older require a passenger seat. Infants under 2 years of age either must be carried on the lap of an accompanying adult or must be placed individually in a properly secured, FAA-approved child safety seat. For everyone's safety, an adult may carry only 1 lap-held infant at a time. For additional information on safety considerations for children as passengers, please see www.faa.gov/travelers/fly_children. Children may not be seated alone or on an adult's lap in an emergency exit seat.

Domestic Trips without Parents Present. Please review and complete the "Parental Consent for Traveling Minor – Domestic Flights" form provided below, if a minor (individual under 18 years of age) will be flying unaccompanied by an adult. The purpose of the form and implementing policies is to help ensure minor passengers are safe during flight while the crew is performing their duties and also to ensure that minors are only brought to the airport and picked up from the airport by persons that a parent has identified as approved. Your completed form must be submitted before the flight. A delay in receipt of the completed form can impact the flight's departure time.

International Trips without Both Parents Present. Please review and complete the "Parental Consent for Traveling Minor – International Flights" form provided below, if a minor will be flying without both parents present between countries or territories that are not part of a common residential or immigration area (e.g., the Schengen Area in Europe). The purpose of the form and implementing policies is to help reduce the risk of minor passengers being transported internationally without permission from both of their parents (including the permission of any parent not traveling with them on the flight). Your completed form must be submitted before the flight. A delay in receipt of the completed form can impact the flight's departure time. In some instances, you may be asked to have a parental signature notarized in order to confirm the identity of the signer or to help ensure smoother immigration processing for the minor.

SERVICE ANIMALS AND PETS

It is important that you notify us at the time of booking if you will have a service animal or intend to have a pet traveling with you. If pets are allowed on your flight, the carriage of the pet may require the use of a kennel, harness, carrier, or other safety measures, and the pet's presence may reduce the number of available seats in the aircraft. If you are engaging in international travel, you are responsible for satisfying any quarantine or other entry requirements upon arrival in each country on the itinerary.

You will be charged for the cost of repairing and cleaning the aircraft if your pet or service animal damages or soils it. You are responsible for ensuring that your pet does not injure the flight crew, other passengers, or other individuals at the airport before boarding and after deplaning.

SPECIAL BAGGAGE ITEMS

Please inform us if you intend to travel with skis, golf clubs, or any other oversized or extra heavy items so that we can ensure that the aircraft arranged for your flight is able to accommodate such items, or so that we may help you arrange to have them shipped separately. For these purposes, any bag with combined exterior dimensions (height plus width plus depth) of more than 62 inches (158 cm) or weighing more than 50 pounds (23 kg) is considered oversized or extra heavy.

Providing us with advance information about the size, weight, and type of container you are using for the oversized or extra heavy items (e.g., soft-sided or hard-sided) also is important for baggage space and shipping considerations. You are responsible for the proper packaging and shipping costs for any oversized or extra heavy items.

BAGGAGE CLAIMS

You must report any lost or damaged baggage before departing the airport, and you must report the loss or damage of any other personal property within 24 hours after deplaning. You are responsible for ensuring that valuables, fragile items, and perishables are reasonably packaged and labeled. You will not be reimbursed for the loss or damage of baggage or other personal property if a claim is not timely made, if you did not pack properly, or if you did not label or otherwise notify the flight crew of the presence of fragile items. Mach Point assumes responsibility only for passenger baggage or other personal property in its possession, and we are not responsible for baggage or other personal property possessed by third parties.

PRIVACY & USE OF YOUR PERSONAL INFORMATION FOR DELIVERY OF FLIGHT SERVICES

We value you as our customer and protect your personal information as if it were our own. We regard all passenger data as confidential and do not sell or otherwise share it with any third party except as required by law (e.g., aviation security and immigration clearances) or as necessary for the provision of the services you purchased from or through us (e.g., passenger names provided to the air carrier that will perform your flight). By giving us your personal information as a passenger on a charter flight, you are deemed to have consented for us to have that information, to use it to serve your travel needs, and to use it to train and evaluate how well we are serving you (e.g., conducting passenger surveys, and reviewing recorded telephone calls and electronic correspondence).

LIABILITY LIMITS

MACH POINT IS NOT RESPONSIBLE FOR FORCE MAJEURE AND EVENTS BEYOND ITS REASONABLE CONTROL, INCLUDING (BUT NOT LIMITED TO) AIR TRAFFIC CONTROL CHANGES, WEATHER EVENTS, UNSCHEDULED AIRPORT CLOSURES, PASSENGER OR CREW ILLNESS, OR UNSCHEDULED AIRCRAFT MAINTENANCE NEEDS.

MACH POINT IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF THIRD PARTIES, INCLUDING AIR TRAFFIC CONTROL SYSTEMS, AIRPORT OPERATORS, AND VENDORS (UNLESS SUCH VENDOR IS ONE OF OUR AFFILIATED COMPANIES). MACH POINT ALSO IS NOT LIABLE FOR ANY IMPACT ON YOUR FLIGHT DUE TO AN EVENT OF FORCE MAJEURE, INCLUDING WEATHER CONDITIONS, AIR TURBULENCE DURING FLIGHT, OR OTHER EVENTS THAT ARE BEYOND MACH POINT'S REASONABLE CONTROL.

THESE LIABILITY LIMITS APPLY EVEN IN CASES OF TRAVEL DELAY OR CANCELLATION, PROPERTY DAMAGE, OR PERSONAL INJURY. IN ADDITION, MACH POINT IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, LOST PROFIT, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID FOR THE TRANSPORTATION AND THE INSURANCE DESCRIBED BELOW.

INSURANCE

Except as may be expressly provided by written agreement between Mach Point and its customer, Mach Point will provide (and will require any third-party air carrier arranged by Mach Point to provide) a minimum combined single limit liability insurance coverage of \$100 million for all fixed-wing, turbojet aircraft operations. (All aircraft in Mach Point's fleet have \$150 million or more worth of coverage.) Special limits may apply for other aircraft types.

YOU AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE COVERAGES DESCRIBED ABOVE AS YOUR SOLE RECOURSE AGAINST MACH POINT FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH, OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF MACH POINT'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

YOU ACKNOWLEDGE THAT THE PROTECTION AFFORDED YOU BY THE COVERAGES DESCRIBED ABOVE MAY BE INVALIDATED OR OTHERWISE LIMITED IF YOU OR YOUR GUEST PASSENGERS ON A FLIGHT ENGAGE IN GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT.

UPDATES TO THESE PASSENGER NOTICES

These passenger notices may be updated or revised from time to time in response to changes in applicable law, industry practices, or company policy.

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Parental Consent for Traveling Minor – Domestic Flights
(for use when the minor is traveling unaccompanied by an adult)

General Requirements	<ul style="list-style-type: none"> • No children under 12 may travel without a parent, guardian, or approved caretaker present on the flight. • Children 12 to 15 may travel with an older sibling, cabin attendant, or flight attendant present. • Children 16 to 17 may travel unaccompanied, but they must have a government-issued ID. • If a minor will be traveling unaccompanied by an adult, please complete, sign, and return this form.
Identity of the Minor	Name: _____ Date of Birth: _____
Identity of the Adult to Accompany the Child on the Flight or for Meeting at the Flight Departure & Landing	<u>Older Sibling Accompanying the Minor on the Flight</u> <ul style="list-style-type: none"> • Name: _____ • Relationship: _____ • Mobile Phone: _____
	OR
	<u>Adult or Older Sibling Bringing the Minor to the Flight</u> <ul style="list-style-type: none"> • Name: _____ • Relationship: _____ • Mobile Phone: _____ • Drivers License or Passport: _____
	<u>Adult or Older Sibling Picking the Minor upon Landing at the Destination</u> <ul style="list-style-type: none"> • Name: _____ • Relationship: _____ • Mobile Phone: _____ • Driver's License or Passport: _____
Approved Travel Itinerary	Approximate Dates of Travel: _____ Locations on the Itinerary: _____
Parent (or Guardian) Signature	Parent/Guardian: _____ Date: _____

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Parental Consent for Traveling Minor – International Flights
(for use when the minor is traveling without both parents present)

General Requirements	<ul style="list-style-type: none"> • No children under 12 may travel without a parent, guardian, or approved caretaker present on the flight. • Children 12 to 15 may travel with an older sibling, cabin attendant, or flight attendant present. • Children 16 to 17 may travel unaccompanied, but they must have a government-issued ID. • Unless both parents (or guardians) are traveling with the minor, each parent (or guardian) not flying with the minor must complete, sign, and return this form.
Identity of the Minor	Name: _____ Date of Birth: _____ Passport (issuing government, number, expiration date): _____
Identity of the Adult to Accompany the Child on the Flight or for Meeting at the Flight Departure & Landing	<u>Adult or Older Sibling Accompanying the Minor on the Flight</u> <ul style="list-style-type: none"> • Name: _____ • Relationship: _____ • Mobile Phone: _____ • Passport (issuing government, number, expiration date): _____
	OR
	<u>Adult or Older Sibling Bringing the Minor to the Flight</u> <ul style="list-style-type: none"> • Name: _____ • Relationship: _____ • Mobile Phone: _____ • Driver's License or Passport: _____
	<u>Adult or Older Sibling Picking the Minor upon Landing at the Destination</u> <ul style="list-style-type: none"> • Name: _____ • Relationship: _____ • Mobile Phone: _____ • Driver's License or Passport: _____
Approved Travel Itinerary	Approximate Dates of Travel: _____ Locations on the Itinerary: _____
Parent (or Guardian) Signature	Parent/Guardian #1: _____ Date: _____
	Parent/Guardian #2: _____ Date: _____